N. Y. 163, 45 N. E. 369, 34 L. R. A. 682, 56 A. M. St. Rep. 616; and substantially also in *Crozier* v. *Boston, N. Y. & N. S. B. Co.,* 43 How. Pr. 466; and *Macklin* v. *N. Jersey S. B. Co.,* 7 Abb. Pr. N. S. 229. But the court in *Clark* v. *Burns,* 118 Mass. 275, 19 Am. Rep. 456, distinctly holds a steamship company to the liability only of a common-carrier, which is for the loss of reasonable baggage when the same has been delivered into its possession, but not for the loss of articles which the passenger retains upon his person, or in his own possession. So also, *The Crystal Palace* v. *Vanderpool,* 55 Ky. 302; *McKee* v. *Owen,* 15 Mich. 115. It is evident, however, that this restricted liability does not well apply to the conditions of steamship travel, where a passenger must, from the nature of things, have much of his baggage in his state-room, and therefore in his own possession. The principal case would seem to furnish a criterion of liability, alike just to company and passenger, viz.: the failure on the part of the steamship company to exercise due care, under all the circumstances, in guarding the passenger's personal effects against loss.

COMMON CARRIERS—LIMITATION OF LIABILITY BY SPECIAL CONTRACT—EXEMPTION INCLUDES LIMITATION.—Plaintiff's traveling salesman checked $600 worth of baggage from Buena Vista to Eagle Mountain Station, both in Virginia, on a 1000-mile ticket, on the back of which was a contract signed by the salesman, which provided in part "that in the event of loss or damage to baggage no claim shall be made therefor in excess of $100," the consideration being a reduction of one-half cent per mile less than the regular fare. The goods were destroyed by fire in the baggage room at Eagle Mountain Station on the night of their arrival. *Held,* (JUSTICES BUCHANAN and HARRISON dissenting), that the relation of carrier and passenger still existed at the time of the loss because the plaintiff's salesman had not had a reasonable opportunity to remove the baggage, and that the stipulation limiting the liability of the carrier in case of loss was void because it violated Sec. 1296 of the Virginia Code (1887). *Chesapeake & Ohio Ry. Co.* v. *Beasley, Couch & Co.* (1906), — Va. —, 52 S. E. Rep. 566.

Sec. 1296 of the Virginia Code (1887) provides: "No agreement made by a common carrier for exemption from liability for injury or loss occasioned by his own negligence or misconduct shall be valid." For a discussion of this general question in absence of statute, see 4 MICH. LAW REV. 148. The theory of the majority opinion in the principal case is that this statute covers "limitations" of liability as well as "exemptions" from liability, and that if this were not so the statute would be practically nugatory. This is excepted to by the two dissenting opinions, on the ground that a former Virginia case, *Richmond & Danville Ry.* v. *Payne* (1890), 86 Va. 481, 10 S. E. Rep. 749, held that a carrier could limit its liability for loss in consideration of a reduced rate of transportation, and that to now hold such a limitation invalid would be to overrule a decision that has stood as the law in Virginia for over fifteen years. No mention is made of the statute in that case, however, and its decision is based upon the leading case of *Hart* v. *Penna. Ry. Co.* (1884), 112 U. S. 331. As pointed out by the majority opinion in the principal case, *Hart* v. *Penna. Ry. Co.* (1884) does not involve any statute. A similar

statute provision exists in Iowa (Sec. 2074, Code of 1897), which provides: "No contract, receipt, rule or regulation shall exempt any railway corporation engaged in transporting persons or property, from the liability of a common carrier or carrier of passengers, which would exist had no contract, receipt, rule or regulation been made or entered into." It has been held under this statute that such contracts are void whether with or without consideration (*Brush* v. *Sabula, etc., Ry. Co.* (1876), 43 Ia. 554); and that a contract limiting the amount of recovery for loss of baggage is invalid, *Davis* v. *Chi. R. I. etc., Ry. Co.* (1891), 83 Ia. 744.

CONSTITUTIONAL LAW—GAME LAWS.—Respondent was convicted under an act making it unlawful for any person to have in possession any wall-eyed pike or pickerel weighing less than one pound each. He purchased 156 wall-eyed pike, the total number weighing 106 pounds, in Ontario, in the waters of which province the fish were lawfully caught, in order that he might perform a contract previously made, for their sale to a Boston fish merchant. He took the fish to Port Huron, Michigan, packed them for shipment, delivered them to an express company, and they were then seized by the state fish warden. *Held,* (OSTRANDER, J., dissenting), such statute is within the police power of the state and not in conflict with the interstate commerce clause of the federal constitution, although it prohibits having in possession fish of the prohibited size caught in foreign waters and brought into the state. *People* v. *Lassen* (1906), — Mich. —, 12 DETROIT LEGAL NEWS 857.

The respondent claims the statute applies only to fish caught in state waters, for otherwise it would conflict with the federal constitution. His contention is upheld in *People* v. *Buffalo Fish Co.*, 164 N. Y. 93 (1900), in which O'BRIEN, J., in construing a similar statute said: "The word 'possessed' obviously refers to those fish, the catching or killing of which is forbidden; that is to say, fish in the waters of this state." He says further: "In my opinion, the law has no reference or application to a case where the fish have been imported from a foreign country." See *Commonwealth* v. *Hall* (1880), 128 Mass. 410, holding that a statute providing that whoever, in the commonwealth, takes, kills, or has in his possession a woodcock during certain times of the year shall, upon conviction, be punished, etc., does not refer to woodcocks caught or killed in another state. See also *People* v. *O'Neil,* 71 Mich. 325; *Commonwealth* v. *Wilkinson,* 139 Pa. 298. However, in *People* v. *Buffalo Fish Co.*, supra, three judges dissented, including GRAY, J., who said: "The object of the statute was to protect certain fishes during the breeding season. * * * If they may be brought into the state within the close season here as articles of commerce, * * * the result would be to facilitate evasions of the law and to make detection difficult, if not impossible." If the statute expressly includes imported game, it is generally upheld. *People* v. *Bootman,* 180 N. Y. 1 (1904), and is no doubt constitutional. See "Lacey Act" (1900), 31 U. S. Stat. at Large, ch. 553. Also *State* v. *Shattuck* (1905), 104 N. W. Rep. 719 and 4 MICH. LAW REV. 236. But the facts in the principal case are somewhat different from those existing in the cases above cited in that here the fish were not sold nor intended to be sold in the state of Michigan. Here the fish were lawfully caught in Canada, lawfully purchased